

*Suzanne Henderson*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT TO OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS        }  
                                  }  
COUNTY OF TARRANT    }

**10217835**

This Amendment to Oil, Gas and Mineral Lease ("Amendment") amends that certain Oil, Gas and Mineral Lease wherein, TXU Electric Delivery Company, as Lessor, and Dale Resources L.L.C., as Lessee, entered into that certain Oil, Gas and Mineral Lease dated October 19, 2004, which is recorded at D204364257 of the Official Public Records, Tarrant County, Texas, covering 55 acres, more or less, out of the WM. Norris Survey, A-1165 and being in Tarrant County, Texas ("Land" or "Lease"); said land being more fully described in said Lease and Reference Deed, reference to said Lease and to the record thereof being here made for all purposes.

WHEREAS, it is the desire of LUMINANT MINERAL DEVELOPMENT COMPANY, LLC ("Luminant") whose address is 1601 Bryan Street, Dallas, Texas 75201, as the successor in interest to the Lessor and CHESAPEAKE EXPLORATION LLC, ("Chesapeake"), whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma 73118, as the successor in interest to Lessee, to amend said Lease;

WHEREAS, Paragraph 15(A) of the Lease reads as follows:

"Notwithstanding anything to the contrary in this Lease, Lessee may only pool the lands described herein if all of the lands are included in the first pooled unit created in which any of the lands are included."

WHEREAS, it is the desire of the above parties to delete Paragraphs 15(A) of "The Lease" as referenced above. It is also the desire of the parties that the remaining portions of Paragraph 15A as referenced in the Lease are to remain in full force and effect;

THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by deleting such portions of Paragraphs 15(A) of the Lease as above stated.

AND, for the same consideration recited above, I, or we, the undersigned, jointly and severally, do hereby, adopt, ratify and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which I, or we, now have, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

Executed as of the latest acknowledgement below, however effective as of October 19, 2004.

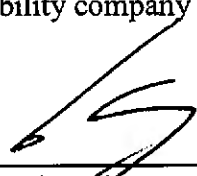
**Lessor:**

Luminant Mineral Development Company, LLC

By:   
Brett Wiggs, Authorized Representative

**Lessee:**

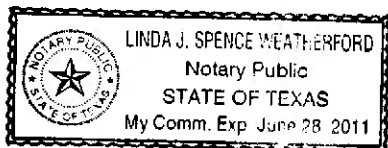
Chesapeake Exploration, LLC  
an Oklahoma limited liability company


By:  *HH*  
Henry J. Hood, Senior Vice President  
Land and Legal & General Counsel

**ACKNOWLEDGMENTS**

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF DALLAS    §

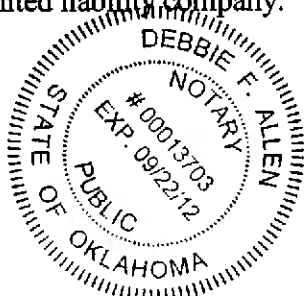
This instrument was acknowledged before me on the 5<sup>th</sup> day of December 2008, by Brett Wiggs, Authorized Representative of Luminant Mineral Development Company, LLC, a Limited Liability Company, on behalf of said Company and in the capacity herein stated.



  
Notary Public

STATE OF OKLAHOMA    §  
                                      §  
COUNTY OF OKLAHOMA   §

This instrument was acknowledged before me this 16<sup>th</sup> day of February 2008, by Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, LLC, an Oklahoma limited liability company, on behalf of said limited liability company.



  
Notary Public

Record & Return to:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154